

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

GEICO MARINE INSURANCE COMPANY,  
Foreign insurer

Plaintiff,

vs.

MICHAEL SCHLADETZKY, an individual

Defendant.

No. 2:19-cv-00344

~~PROPOSED~~ ORDER GRANTING  
MOTION FOR DEFAULT JUDGMENT  
AND JUDGMENT AGAINST MICHAEL  
SCHLADETZKY

NOTE FOR MOTION CALENDAR:  
MAY 23, 2019

THIS MATTER comes before the Court on GEICO Marine Insurance Company's  
(Dkt. # 9)  
Motion for Default Judgment. The Court has considered the Motion, as well as the filings and  
pleadings in the court docket.

IT IS HEREBY ORDERED that GEICO Marine Insurance Company's Motion for Entry  
of Default Judgment is GRANTED. Default Judgment is hereby entered against defendant  
Michael Schladetzky as follows:

- (1) Michael Schladetzky has misrepresented material facts to GEICO Marine Insurance  
Company in his claim for insurance benefits under Policy #BUS5999518-00  
("Policy") related to the October 8, 2018 fire loss of the vessel Discovery.

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2361556 / 1684.0001

**FORSBERG & UMLAUF, P.S.**  
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- 1 (2) Michael Schladetzky has breached the conditions of the Policy by failing to cooperate  
2 in the investigation of the claim for insurance benefits related to the October 8, 2018  
3 fire loss of the vessel Discovery.
- 4 (3) Michael Schladetzky's misrepresentations constitute fraud, misrepresentation and are  
5 a breach of the insurance Policy # BUS5999518-00 issued by GEICO Marine  
6 Insurance Company.
- 7 (4) Based on Mr. Schladetzky's material misrepresentations, Policy # BUS5999518-00  
8 with policy period July 18, 2018 – July 18, 2019 is void as a matter of law from the  
9 beginning of the policy period.
- 10 (5) Michael Schladetzky is not entitled to coverage, including but not limited to coverage  
11 under the Policy for A. HULL & EQUIPMENT, C. BOATING LIABILITY  
12 (PROTECTION & INDEMNITY) and H. PERSONAL EFFECTS for the underlying  
13 loss related to the October 8, 2018 fire of the vessel Discovery.
- 14 (6) GMIC has no duty to defend or indemnify Mr. Schladetzky under the Policy.
- 15 (7) Any obligation of GMIC to defend or indemnify Mr. Schladetzky for the underlying  
16 loss shall end as of the date this Judgment is entered.

17 ORDERED this 12<sup>th</sup> day of June, 2019.

18 WILLIAM M. McCOOL, Clerk of Court

19  
20 By: 

21 James L. Robart  
22 U.S. District Judge  
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1 Presented by:

2 **FORSBERG & UMLAUF, P.S.**

3  
4 By: s/ Ryan J. Hesselgesser

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